

# RESOLUTION OF THE TOWNSHIP OF WASHINGTON

*Morris County, New Jersey*

No. R-45-16

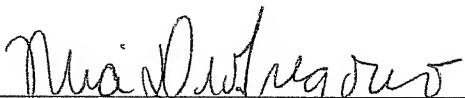
**Date of Adoption:** February 10, 2016

**Title or Subject:** AUTHORIZE EXECUTION OF CONTRACT - INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS, LOCAL 469

**WHEREAS**, the Washington Township Committee and the International Brotherhood of Teamsters, Local 469 have agreed on a Collective Bargaining Agreement for the period from January 1, 2016 to December 31, 2020.

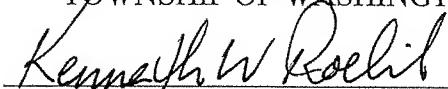
**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Washington that the Mayor and the Clerk be authorized to execute a contract with the International Brotherhood of Teamsters, Local 469 for the period from January 1, 2016 to December 31, 2020, subject to Attorney review and approval.

ATTEST:



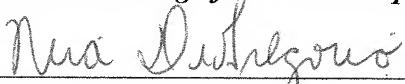
Nina DiGregorio, Township Clerk

TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF WASHINGTON



Kenneth W. Roehrich, Mayor

*I, Nina DiGregorio, Township Clerk, do hereby certify that the foregoing resolution was adopted at a meeting of the Township Committee held on February 10, 2016.*



Nina DiGregorio, Township Clerk

3-10-16

Date

2016 MAR 16 P 2 30

PPRC

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**TEAMSTERS UNION LOCAL 469**  
**AND**  
**WASHINGTON TOWNSHIP, MORRIS COUNTY, NEW JERSEY**

**JANUARY 1, 2016 – DECEMBER 31, 2020**

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**ARTICLE 1**  
**PREAMBLE**

This AGREEMENT made this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ of 201\_\_\_\_, by and between the Township of Washington, in the County of Morris, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township", and Local Union 469, hereinafter referred to as the "Union", representing the complete and final understanding on all bargainable issues between the Township and the Union for the years 2016, 2017, 2018, 2019 and 2020.

**ARTICLE 2**  
**RECOGNITION**

A. The Township hereby recognizes Teamsters Union Local 469 as the sole and exclusive bargaining agent for all full time blue collar employees employed by the Township in the DPW, but excluding all professional employees, craft employees, managerial executives, confidential employees, police employees, supervisory employees within the meaning of the act, guards, clerical personnel, and all other employees employed by the Township. This Agreement shall govern all wages, hours, and other terms and conditions of employment regarding said employees.

B. An "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

**ARTICLE 3**  
**GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of the employee having a grievance to discuss the matter informally with any appropriate member of the department.

C. The Shop Steward or his designated alternate shall not be penalized by the Township and time off without pay to assist in the prosecution of the grievance shall be granted.

D. Any grievance or dispute which may arise between the parties concerning a provision in this Agreement, including the application, meaning or interpretation of this Agreement, or any grievance or dispute which may arise out of or between the Public Employee and a superior from or concerning any matter which relates to or affects the Public Employee in his capacity as an employee shall be settled in the following manner:

**STEP 1:**

The Public Employee having a grievance shall give notice of the grievance to the Superintendent of Public Works within ten (10) calendar days of the date on which the grievance was deemed to have occurred. Notice of the grievance shall be in writing and submitted in duplicate.

**STEP 2:**

In the event that the grievance is not settled or resolved within ten (10) calendar days from the date written notice was given, the Superintendent of Public Works shall forward a copy of the grievance to the Township Administrator, together with the action taken by the Superintendent. From the date of receipt by the Administration Office of the grievance and action taken from the Superintendent of Public Works the Township Administrator, along with the Road Commissioner, and the Business Agent of Record shall have ten (10) calendar days to review and make a determination regarding the grievance.

**STEP 3:**

In the event that the grievance is not settled or resolved within ten (10) days from the date of receipt by the Administration Office it shall be incumbent upon the Township Administrator to arrange a meeting within thirty (30) calendar days at which the Public Employee and his representative and/or attorney of his choosing serving notice of the grievance shall be given an opportunity to be heard by the Township Committee. The Township Committee reserves the right to an extension of thirty (30) calendar days in which to resolve the grievance after adequate and proper notice be given to the Public Employee and his representative and/or attorney concerning same.

**STEP 4:**

If the grievance is not settled through Steps 1, 2, and 3 either the Township Committee or the Teamster's Union, Local 469 Review Board shall have the right to submit the dispute to arbitration within twenty (20) calendar days of the decision of the Township Committee to the New Jersey Public Employment Relations Commission. The

arbitrator selected, according to the rules and regulations of the Commission, shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

a. The parties may direct the arbitrator to decide as a preliminary question whether or not he has the jurisdiction to hear and decide the matter in dispute.

b. The arbitrator shall be bound by the provision of this Agreement, the Constitution of the United States and the State of New Jersey and laws of the State of New Jersey and be restricted to this application of the facts presented to him involved in the grievance. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement.

c. The costs of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Township and Local 469.

d. All employees involved in mutually scheduled grievance proceedings as a grievant, union representative and/or witness, which occur during working hours, shall be compensated for those hours while attending the grievance.

e. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been abandoned. If any grievance is not pursued by the grievant to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, the disposition of the grievance at the preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed at any step in the grievance

procedure, the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits at any step in the grievance procedure.

f. A grievance or dispute shall be deemed settled and resolved, if, during any step in the grievance procedure, the grievant entertaining the grievance gives written notice that the matter has been settled to his satisfaction. Said written notice may be by notation upon the original notice of grievance or by separate notation. In either event, same must be signed by the party bringing the grievance or dispute.

**ARTICLE 4.**  
**SALARIES**

	<b><u>2016</u></b>	<b><u>2017</u></b>	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>
Crew Chief	35.77	36.47	37.18	37.91	38.65
Sr. Mechanic	35.40	36.09	36.79	37.51	38.24
Sr. Maint. Coordinator II/					
Sr. Mach Operator II	34.44	35.11	35.79	36.49	37.20
Sr. Maint. Coordinator/					
Sr. Machine Operator	33.83	34.49	35.16	35.84	36.54
Maintenance Coordinator/					
Machine Operator	33.21	33.85	34.51	35.19	35.87
Sr. Truck Driver/					
Sr. Bldgs. & Grds.	32.82	33.46	34.11	34.78	35.45
DPW Mechanic	32.80	33.44	34.09	34.75	35.43
Truck Driver/					
Buildings & Grounds	32.26	32.89	33.53	34.18	34.85
Jr. Truck Driver	30.07	30.65	31.25	31.86	32.48
Jr. DPW Mechanic	27.91	28.46	29.01	29.58	30.16
Laborer/Truck Driver	27.85	28.40	28.95	29.51	30.09
Laborer	24.55	25.03	25.52	26.01	26.52

Wage increases are retroactive to their effective date.

## **ARTICLE 5** **OVERTIME**

A. The Township agrees to pay overtime at the rate of one and one half (1-1/2) times an employee's regular rate of pay for each hour in excess of forty (40) hours in any given work week or in excess of eight (8) hours in any working day.

B. The Township agrees to pay a minimum of two (2) hours at the time and one half (1.5) rate for each unscheduled or unexpected callout which requires an employee to report to work on an emergency basis during other than regularly scheduled work hours/days.

When an employee or group of employees is instructed to report to work for their next regular shift 1/2 to 1.5 hours prior to the regularly scheduled starting time for that shift, the employee will not be entitled to the minimum two hours at time and one half.

C. When any employee is required by management to work for any continuous 20 hour period due to emergency conditions, that employee shall be required and entitled to a minimum eight hours rest and recuperation period immediately following the period worked. An extension of two (2) unpaid hours will be granted if requested by the employee in advance. This employee shall also be paid for up to eight hours at his/her regular hourly rate (straight time) when any portion of all of the eight hour recuperation period falls within the regularly scheduled department work day. The employee shall receive this additional compensation for only the number of actual hours which he/she is absent for the regularly scheduled work day, i.e. 7:00 a.m. to 3:30 p.m.

When an employee is required, at management's discretion, to work a combined total of 16 hours out of any 24 regular work week period (Sunday through Friday beginning and ending at 7:00 a.m.), due to emergency conditions, that employee shall be entitled to a minimum eight

(8) hours rest and recuperation period only after the completion of a minimum twelve (12) hour continuous work shift which shall consist of the emergency call to duty. This employee will then be paid for that portion of the regularly scheduled work day which he/she may be absent from due to this recuperation period at the employee's regular hourly rate (straight time). This minimum 12-hour shift shall apply when there is a break in the hours worked during the specified 24-hour period.

D. The employee may opt to relieve himself of duty for safety reasons at the sixteenth (16th) hour and forfeit his/her eight (8) hour paid time off still allowing for maximum of ten (10) hour recuperation time with no pay.

E. The opportunity to earn overtime pay shall be rotated with the intention to achieve equalization of overtime pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

F. Compensatory Time may be accumulated up to fifty (50) hours per year. Compensatory time can only be used in not more than eight (8) hour increments with a supervisor's pre-approval. Compensatory time will be allowed to accumulate in half (½) hour increments. If compensatory time is not used by December 31 of each year, it will be paid out to the employee.

**ARTICLE 6**  
**HOLIDAYS**

A. Full time employees shall receive twelve (12) paid holidays per year. Effective January 1, 2012, the following ten (10) holidays will be recognized:

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

The Union shall decide, by consensus of its members, which two (2) additional days shall be taken each year. Notice of these dates must be submitted to the Superintendent of Public Works, or his designee, and the Finance Officer no later than March 15<sup>th</sup> for the first optional holiday and June 15<sup>th</sup> for the second optional holiday.

B. If a holiday falls on a Sunday, the Monday after shall be considered and recognized as the holiday for purposes of this Agreement. If a holiday falls on a Saturday, the preceding Friday shall be considered and recognized as the holiday for the purpose of this Agreement.

C. An employee must work the work day before and the work day after any holiday in order to receive holiday pay, unless he has received prior approval from the Superintendent, or

his designee, to miss either one or both of the days before and after the holiday, or is sick and produces a medical certificate for the absence(s) within five (5) days of returning to work.

D. Compensation for work performed on any of the paid holidays, except as set forth below shall be paid at the rate equal to the holiday plus one and one-half (1-1/2) times the regular hourly rate of the employee, for all hours worked between 12:00 midnight and 11:59 p.m. on the date of the holiday.

E. Compensation for work performed on Thanksgiving Day, Christmas Day and New Year's Day shall be paid at the rate equal to the holiday plus two (2) times the regular hourly rate.

**ARTICLE 7**  
**SICK LEAVE**

- A. Sick leave shall be computed on a calendar year basis from January 1 through December 31.
- B. Each employee shall receive 2 1/2 days per quarter worked during the first calendar year of employment. For succeeding years, the employee shall be eligible for sick leave based on ten (10) days per year. Unused sick leave will not accumulate from year to year. Those employees that have accumulated sick days prior to January 1, 2002 will retain those days for future use.
- C. Employees will be paid for 50% of their unused sick leave each year. Payment will be made during the first pay period of the following year. All employees shall have the option of banking any unused sick time up to thirty (30) days on an hour for hour basis in lieu of the 50% payment. This banked sick time can be used only for extended sick leave. There will be no pay out for unused banked sick leave.
- D. Any accumulated sick leave left over from previous contract agreements will be kept separate from the banked sick time noted in Section C. above and must be used prior to utilizing any other sick leave allowances.
- E. In addition to the annual ten (10) days sick leave, any full time employee hired prior to January 1, 2012 who incurs a single major illness or hospitalization and recuperation which extends more than thirty (30) days, will be granted paid sick leave from the thirty-first (31<sup>st</sup>) calendar day to the one hundred and eighty-second day (182nd) calendar day. In order to get to the thirty –first (31<sup>st</sup>) calendar day, annual sick time, \*accumulated

sick time (accrued prior to 2002) and banked sick time must be used first followed by all other benefit time (compensatory time, personal time, vacation time.) Not having enough time to bridge the 30 day gap is not grounds for any disciplinary action by the Township and extended sick leave will still commence on the 31<sup>st</sup> day. Proof of the eligibility for extended benefits will be required in the form of a Doctor's certification. In addition, the Township reserves the right to send the employee to a Township-selected doctor (expenses paid by the Township).

1. Employees hired after January 1, 2012 will have to complete three (3) years before utilizing any extended sick leave.
2. Transfer of time. An employee may donate any of their benefit time to another employee including those who have not reached the three (3) year qualifier to be used exclusively for extended sick leave.

F. If, during the term of this Agreement, any other Township bargaining unit commences negotiations regarding opting into the State Disability Program in place of the current Township Extended Sick Leave Policy, the Union agrees to reopen negotiations limited to that issue. The parties shall commence negotiations not later than ten (10) days from the Union's receipt of the Township's written notice of intent to reopen negotiations under this Section or at a mutually agreed upon date.

All information pertinent to opting into the State Disability Program shall be forwarded to and exchanged between the respective parties, and a mandatory meeting for sharing pertinent information shall be held between the parties, prior to the reopening of the collective bargaining agreement for any potential changes regarding the extended sick leave (i.e.

disability) policy. The sharing of information and mandatory meeting to be performed under this section shall occur during January 2017 or thereafter.

Opting into the State Disability Program in place of the current Township Extended Sick Leave Policy will require approval of each collective bargaining unit and be done in accordance with N.J.S.A. 43:21-35.

## **ARTICLE 8** **VACATIONS**

A. The vacation leave shall be computed on the calendar year basis from January 1 through December 31. Full time employees shall receive the following vacation time:

In the first calendar year of service, after completing two months of service, the employee shall be entitled to one vacation day for each full month worked up to a maximum of ten vacation days per year.

For the second year through the fifth year of service - ten paid vacation days per year.

At the start of the calendar year in which the employee completes his sixth full year of service, the employee becomes eligible for fifteen days of vacation. Example: Employee hired September 1981 becomes eligible for fifteen days paid vacation starting January 1, 1987.

At the start of the calendar year in which the employee completes his eleventh full year of service, the employee becomes eligible for twenty days of vacation.

At the start of calendar year in which the employee completes his sixteenth full year of service one additional day of vacation per year will be added (up to a total of 25 days.)

B. Employees must schedule at least half (1/2) of their vacation time by March 15<sup>th</sup> and the balance by June 15<sup>th</sup> of each year or it may not be approved. This provision does not apply to the five (5) individual vacation days.

C. Between December 15<sup>th</sup> and April 1<sup>st</sup> of the following year vacation may only be approved on a daily basis and are subject to cancellation if winter storm conditions are prevalent on the requested date.

D. There will be no mandatory shut down week.

E. Employees may carry over up to five (5) earned vacation days from the previous year provided that this earned vacation is used by June 30. If carry-over vacation is not used by this date, earned days shall lapse.

**ARTICLE 9**  
**LONGEVITY**

Longevity shall be computed from the appointment date of full time employment and shall be reported as pensionable earnings and paid annually as follows:

7-11 years                    \$1,400.00

12+ years                    \$2,100.00

**ARTICLE 10**  
**JOB POSTING/PROBATIONARY PROMOTION**

The Township agrees to post job openings at the Public Works garage to permit eligible members of the Public Works Department to apply for an opening.

A. For the purpose of this article, a job opening is defined as being: [1] a new position covered under the Public Works contract; or [2] an opening which occurs due to a change in the existing staff covered under the Public Works contract.

Upon written application to the Superintendent of the Department of Public Works, stating the employee's interest in and qualifications for the job opening, qualified employees shall be interviewed for the job opening. In the case of a tie between two qualified employees, seniority will prevail. If an employee so applies for a job opening and does not receive the position, the Superintendent of Public Works will give the employee, in writing, the reasons why he/she did not receive the position. Each employee shall have the right to grieve this procedure to the Township Committee level in accordance with the grievance procedure.

B. In the case of internal promotions, any employee selected to fill such a job opening shall be granted a training period of sixty (60) calendar days. If the Township determines at the end of the training period that the employee is unqualified to perform the duties of the position, the Township shall place the employee in his former position or in a position equivalent thereto at the rate of pay for the position to which he is reassigned. The promoted employee shall receive the rate of pay for the job in question at the time such training period commences.

**ARTICLE 11**  
**WORKING HOURS**

- A. The work week and salary for the Washington Township Road Department shall be computed on a forty (40) hour week. Employees shall work up to eight (8) hour days. The working hours shall be scheduled between 7:00 am and 3:30 pm.
- B. Absence/Time-Used balances will be provided monthly

**ARTICLE 12**  
**PERSONAL AND BEREAVEMENT LEAVE**

- A. Each full time employee of the Road Department shall receive three (3) personal leave days per year with pay.
- B. Each full time employee of the Road Department shall be granted leave with pay, not exceeding three (3) days, in the event of death in his immediate family. The term "immediate family" for the purpose of this contract shall include:
  1. The employee's grandparent, spouse, child, parents, brother or sister or stepparent.
  2. The grandparent, child, parent, brother or sister or stepparent of his/her spouse.
  3. A relative living under the same roof.

**ARTICLE 13**  
**HEALTH BENEFITS**

- A. The Township will provide full coverage to those employees enrolled in the New Jersey State Health Benefits Plan. Health Benefits will commence the first day following the completion of two full months. Example: an employee hired January 15<sup>th</sup> will receive Health Benefits on March 16<sup>th</sup>. The only time an employee may switch coverage options is during the yearly open enrollment time period designated by the Township. The Township will notify the employees of the open enrollment period. However, the Township may, at its option, change the carrier providing health benefits to the bargaining unit if (1) the Township meets and confers with Local 469 to discuss the proposed changes at least 90 days prior to execution of a new insurance contract and (2) the coverage afforded by any such new health insurance carrier provides substantially similar benefits to the New Jersey State Health Benefits Plan and a procedure for claims processing that is no more onerous than said plan.
- B. The Township shall provide coverage to the members of Local 469 under the Teamsters dental plan. The Township shall pay 50% of the dental premium, and the employee shall pay 50%.
- C. The Township shall repair eye glasses when eye glasses are damaged or broken in the course of employment for members of Local 469, provided a Worker's Compensation claim is submitted for the damage and provided that such damage is not due to the employee's negligence up to a maximum of \$100.00 per year per employee.
- D. The Township shall continue to contribute to the Public Employees Retirement System in the amount equal to the employee's contribution.

E. The Township shall continue such insurance coverage for current employees who retire with at least twenty years 20 years of service with Washington Township and at least twenty-five (25) years of service in the New Jersey State Pension System. Coverage ends at the year Medicare coverage commences or 65 years of age, whichever is sooner, husband/wife or single coverage, depending on the employee's marital status.

F. Employees hired after July 17, 2006 must have 25 years of service with Washington Township and 25 years of service in the N.J. State Pension System to be eligible for health benefits at retirement.

G. Employees will contribute to their Health Insurance costs as directed by the State of New Jersey Pension and Health Benefits Reform Act. (Chapter 78, P.L. 2011)

H. The base insurance plan for employees will be NJ Direct 15. If an employee chooses to enroll in a more expensive plan, in addition to the contribution noted in G. above he/she will pay the difference in cost thorough additional payroll deductions.

I. All employee contributions will be made through payroll deductions, using pre-tax dollars (under IRS Section 125 Premium Only Plan). If benefits begin part way through a calendar year, the contribution will be pro-rated for that year.

J. Employees who waive health insurance coverage (opt-out) will not be required to contribute toward the cost of said coverage.

**ARTICLE 14**  
**CLOTHING ALLOWANCE/MEAL ALLOWANCE**

- A. For the years 2016, 2017, 2018, 2019 and 2020 the clothing allowance shall be \$700.00 per person per year for non-mechanics. Clothing allowance cannot be utilized during the probationary period.
- B. For the mechanics in 2016, 2017, 2018, 2019 and 2020 the Township will subscribe to a rental uniform service for the mechanics uniforms. In addition, the mechanics will receive a total allowance of \$625.00 per person per year for work boots, raingear and gloves. Mechanics can purchase tools from their clothing allowance.
- C. The spring/summer uniform will consist of a Township provided t-shirt and blue work pants or carpenter pants, and the fall/winter uniform will consist of a long or short sleeve blue shirt and blue work pants or carpenter pants and previously described and approved by the DPW Superintendent. The employee may purchase long sleeve t-shirts (including turtlenecks) in the same color as the Township provided shirts. Navy blue may be substituted as an alternate color. Shirts must have an acceptable Township emblem or be covered by another approved clothing. The union membership will decide on the specific dates when the uniform will change due to the change in seasons, and will notify management of the dates. Management will provide a list of clothing for the township uniform. Employee's winter uniforms may include black outerwear, which may be worn based on the weather conditions.
- D. Employees will wear a fresh clean uniform in accordance with Township requirements each day. If the Township changes the requirements, such changes will be made at the beginning of

each year. Within one month from the dates the Union chooses (after the Fall change and after the Spring change) employees may wear their choice of either the summer shirt or the winter shirts.

E. The Township will provide five (5) tee shirts to each employee each year.

F. Effective Sept. 1, 2016, employees shall be required to wear Protective Footwear that meets the requirements of ASTM standard ASTM F-2412-2005 at all times while working. Employees assigned to work in the wash bay area shall wear appropriate footwear. Exceptions to these requirements may be allowed only with the express written approval of the Superintendent or Assistant Superintendent of Public Works, and only to the extent consistent with applicable PEOSHA standards.

G. Each full-time employee of the Washington Township Road Department shall be eligible to receive a meal allowance under the following criteria:

1. If an employee is required to work four (4) hours before commencement of his regular shift, he shall receive a meal allowance of \$4.00. If the employee is required to work four (4) hours after the conclusion of his regular shift, he shall receive a meal allowance of \$5.50.

2. The meal receipts shall be listed individually containing the name of the restaurant and/or diner. The meal receipts shall be in duplicate, one copy to be directed to the person designated by the Township. The current practice of punching in and out for meals shall continue and shall include those meals for which reimbursement is to be made.

**ARTICLE 15**  
**PROBATIONARY EMPLOYEES**

A. The first ninety (90) days of employment with the Township for all new employees shall be a probationary period. The Township reserves the right to extend this probationary period for an additional period of time not to exceed sixty (60) days.

B. During the aforementioned probationary period, the Township may discharge such employee. An employee who is discharged during his probationary period shall have no other legal recourse available. The Township shall have no responsibility for the re-employment of a newly engaged probationary employee if they are dismissed during their probationary period.

**ARTICLE 16**  
**DUES CHECK OFF AND AGENCY SHOP**

A. The Township agrees to deduct from the wages of its employees covered by this Agreement dues which said employees individually and voluntarily authorized the Township to deduct. All such deductions will be made in compliance with applicable law.

B. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Union shall furnish to the Township written notice ninety (90) days prior to the effective date of such change.

C. The Union will provide the necessary "check-off authorization" form and will secure the signatures of the members on the forms and deliver the signed forms to the Township. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township either in reliance upon the salary deduction authorization forms submitted by the Union to the Township or in reliance upon the representation fee deductions of this Article. It is specifically agreed that the Township assumes no obligation, financial or otherwise, arising out of the provisions of this Article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.

D. Payroll deductions of Union dues under the properly executed authorization for payroll deduction of Union dues form, shall become effective on the month following the time the form is signed by the employee, and shall be deducted and paid to the Union once each month.

E. The Township shall be relieved from making "check-off" or representation fee deductions upon (a) termination of employment, or (b) transfer to a job other than one covered

by the bargaining unit, or (c) layoff from work, or (d) leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Township will resume the obligation of making said deductions in accordance with Paragraph D hereof.

F. The Township shall not be obliged to make dues deductions or representation fee deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions. If an employee is in arrears due to the Township's failure to make proper deductions, however, the Township will deduct the appropriate amount when requested and verified by the Union.

G. If a bargaining unit employee does not become a member of the Union during any calendar year which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Union as majority representative.

H. Prior to the beginning of each calendar year, the Union will notify the Township in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that calendar year. The representation fee to be paid by non-members will be equal to 75% of that amount.

1. Once during each calendar year covered in whole or in part by this Agreement, the Union will submit to the Township a list of those employees who have not become members of the union for the then current membership year. The Township will deduct from the salaries of

such employees, in accordance with Paragraph I. 2., below, the full amount of the representation fee and will transmit the amount so deducted to the Union.

2. The Township will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership in question. The deductions will begin with the first paycheck paid:

a. Within thirty (30) days after the receipt of the aforesaid list by the Township; or b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Township in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 30 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

4. The Union will notify the Township in writing of any changes in the list provided for in Paragraph 1, above, and/or reflected in any deductions made more than thirty (30) days after the Township received said notice.

5. On or about the last day of each month, the Township will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

6. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:14-5 (c) and 5.6, and membership in the union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Township may cease making said deductions.

**ARTICLE 17**  
**JOB STEWARDS**

A. The employer recognizes the right of the union to designate job stewards and alternates.

The authority of job stewards and alternates so designated by the union shall be limited to, and shall not exceed, the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. the collection of dues when authorized by appropriate local union action;
3. the transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information
  - a. have been reduced to writing, or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the township's business.

B. Job stewards and alternates have no authority to take action, or any other action interrupting the employer's business.

The Township recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the union liable for any unauthorized acts. The Township in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

C. Stewards shall be permitted to investigate present and process grievances on or off the property of the Township on their own time, not during working hours. Such time spent in handling grievances shall not be considered working hours in computing daily and/or weekly overtime. Stewards shall not interfere with other employees during their working hours.

**ARTICLE 18**  
**GENERAL PROVISIONS**

A. No employee shall make or be requested to make any agreement or to enter into any understanding which is inconsistent or conflicting with the terms and conditions of this Agreement. This shall not apply to outside contractors who may be employees as well.

B. The Township shall provide reasonable bulletin board space for the posting of official Union notices. No notice shall be posted which conflicts with the rules and regulations of the Township. Local 469 agrees that it will not engage in recruitment activities during business hours.

C. The Township will continue the bi-weekly pay schedule for the employees covered under this bargaining unit by this agreement. If the Township changes the pay schedule for all other Township employees to a different pay schedule than that above, the employees covered under this agreement shall receive their pay in the same manner, except monthly, where they shall receive their pay bi-weekly.

D. For scheduled and unscheduled call outs for snow/ice/severe weather emergencies the Township will pay an amount of \$10.00 for a round-trip from the employee's home, and the employee will be considered "on duty" for the purpose of Workmen's Compensation Insurance; For any other unscheduled emergency call-outs, the Township will pay an amount of \$10.00 for a round-trip from the employee's home, and the employee will be considered "on duty" for the purpose of Workmen's Compensation Insurance.

## **ARTICLE 19**

### **LAYOFF AND RECALL**

A. In the event of layoff, the required reductions shall be made in such job classification or classifications as directed by the Township, taking into account all qualifications necessary for the efficient operation of the Department. The following procedure will apply:

1. Notice of layoff will be given at least forty-five (45) days before the scheduled layoff.
2. Where employees are laid off and an opening occurs for reemployment within fifteen (15) months, employees shall be recalled within job classification in order of seniority, provided such senior employee is qualified to hold the position. Seniority shall be defined as length of continuous service as a permanent full time employee within a job title for employees covered under this Agreement.
3. Notice of recall to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. If the person recalled does not accept the position within one (1) week from notification, he shall be considered to have resigned.

**ARTICLE 20**  
**TRAINING TIME**

If an employee assists another employee as his designated driver when testing for his/her CDL License, both employees shall be compensated for their time. The accompanying designated driver shall be assigned by the Superintendent of Public Works.

**ARTICLE 21**  
**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of the Agreement to any employee is held to be contrary to the law, then such provision or application of such shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

**ARTICLE 22**  
**DURATION**

This AGREEMENT shall be in full force and effect from January 1, 2016 through December 31, 2020, without a reopening date. This Agreement shall continue in full force and effect until a new agreement is reached.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Washington, New Jersey on this *18* day of *February*, 2016.

ATTEST:

Nina DiGregorio  
Nina DiGregorio, Clerk

TOWNSHIP OF WASHINGTON  
COUNTY OF MORRIS

Kenneth W. Roehrich  
Kenneth W. Roehrich, Mayor

ATTEST:

Al Loyer

WASHINGTON TOWNSHIP  
LOCAL 469 UNION REPRESENTATIVE

Mark Seabell  
B. J. N.

2015 MAR 16 p 2:30

TERC